

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FL Retail Operations LLC		05/16/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America N.A., as Administrative Agent		
Street Address:	335 Madison Avenue, 5th Fl		
Internal Address:	Mail Code: NY1-503-05-15, Attn: Thomas J. Kane		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1453696	ACTION LADY	
Registration Number:	1776875	FOOTACTION USA	
Registration Number:	2024984	PLAYERS UNIVERSITY	
Registration Number:	2192188	FOOTACTION	
Registration Number:	2464311	ACTION LIGHTS	
Registration Number:	2488855	HOWZIT	
Registration Number:	2494940	BETTYZ	
Registration Number:	2506437	FIRST. FAST. BEST.	
Registration Number:	2506473	WE GOT IT. THEY DON'T.	
Registration Number:	2549241	BRICK CITY	
Registration Number:	2559547	BRICK CITY	
Registration Number:	2661808	COOL BRANDS HOT PRICES	
Registration Number:	2685241	BETTYZ	

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TRADEMARK
REEL: 003785 FRAME: 0873

Registration Number:	2748759	PUSH OR GET PULLED
Registration Number:	2750344	FA USA
Registration Number:	2832115	PU
Registration Number:	2858766	THE STREET STARTS HERE
Registration Number:	2984423	1 SPOT
Registration Number:	3056861	FOOTACTION USA
Registration Number:	3170801	FOOTACTION USA
Serial Number:	78306525	FA

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: James Talbot, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	615600/0016
NAME OF SUBMITTER:	James Talbot
Signature:	/James Talbot/
Date:	05/29/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

WHEREAS, FL Retail Operations LLC, a New York limited liability company (herein referred to as "**Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Foot Locker, Inc., its Subsidiaries party thereto, the banks from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Bank, The Bank of New York as LC Agent, Banc of America Securities LLC and J.P. Morgan Securities Inc. as Joint Lead Arrangers and Book Runners, the Syndication Agent party thereto and the Documentation Agent party thereto are parties to a Sixth Amended and Restated Credit Agreement dated as of May 16, 2008 (as amended or amended and restated from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of a related Amended and Restated Security Agreement dated as of May 16, 2008 (as amended from time to time, the "**Security Agreement**") among Foot Locker Inc., its Subsidiaries party thereto and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of such Secured Parties a continuing security interest in and to the assets of Grantor specified therein, including all right, title and interest of Grantor in and to the Patent Collateral, whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each U.S. Trademark registration and application referred to in Schedule 1 hereto, and the goodwill of the business symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, any Trademark Collateral described in clauses (i) and (ii), including without limitation all claims against third parties for loss of, damage to or destruction of, or any past, present or future dilution, infringement or unauthorized use of, unfair competition with, or violation of intellectual property rights in connection with or injury to, any such collateral or for injury to the goodwill associated with any of the foregoing, in each case whether now existing or hereafter arising;

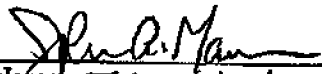
provided that "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as an Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which is permitted under the Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16th day of May, 2008.

FL RETAIL OPERATIONS, LLC

By: 
Name: John A. Maurer
Title: VP and Treasurer

Acknowledged:

BANK OF AMERICA, N.A., as
Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT OF FL RETAIL OPERATIONS, LLC]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 11th day of May, 2008.

FL RETAIL OPERATIONS LLC

By: _____

Name:

Title:

Acknowledged:

BANK OF AMERICA, N.A., as
Administrative Agent

By: _____

Name: Thomas J. Kane

Title: Senior Vice President

[Signature Page to Trademark Security Agreement of FL Retail Operations LLC]

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TRADEMARK
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TRADEMARK REGISTRATIONS

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
I SPOT	Federal	2,984,423 (76-034,826)	08/16/2005 (04/26,2000)	FL Retail Operations LLC
ACTION LADY	Federal	1,453,696 (73-638,709)	08/18/1987 (01/02/1987)	FL Retail Operations LLC
ACTION LIGHTS	Federal	2,464,311 (75-620,562)	06/26/2001 (01/13/1999)	FL Retail Operations LLC
BETTYZ	Federal	2,494,940 (75-814,056)	10/02/2001 (10/04/1999)	FL Retail Operations LLC
BETTYZ	Federal	2,685,241 (76-073,462)	02/11/2003 (06/20/2000)	FL Retail Operations LLC
BRICK CITY	Federal	2,549,241 (76-068,498)	03/19/2002 (06/08/2000)	FL Retail Operations LLC
BRICK CITY	Federal	2,559,547 (75-785,941)	04/09/2002 (08/26/1999)	FL Retail Operations LLC
COOL BRANDS HOT PRICES	Federal	2,661,808 (76-209,859)	12/17/2002 (02/13/2001)	FL Retail Operations LLC
FA and Design	Federal	(78-306,525)	09/29/2003	FL Retail Operations LLC
FA USA and Design	Federal	2,750,344 (78-127,876)	08/12/2003 (05/10/2002)	FL Retail Operations LLC
FIRST. FAST.BEST.	Federal	2,506,437 (76-163,238)	11/13/2001 (11/10/2000)	FL Retail Operations LLC
FOOT ACTION	Federal	2,192,188 (75-330,479)	09/29/1998 (07/25/1997)	FL Retail Operations LLC
FOOTACTION USA and Design	Federal	1,776,875 (74-313,175)	06/15/1993 (09/14/1992)	FL Retail Operations LLC
FOOTACTION USA and Design	Federal	3,056,861 (76-593,468)	02/07/2006 (05/21/2004)	FL Retail Operations LLC
FOOTACTION USA (Word and Design)	Federal	3,170,801 (78-627,423)	11/14/2006 (05/11/2005)	FL Retail Operations LLC
HOWZIT	Federal	2,488,855 (75-806,842)	09/11/2001 (09/23/1999)	FL Retail Operations LLC
PLAYERS UNIVERSITY	Federal	2,024,984 (74-680,847)	12/24/1996 (05/30/1995)	FL Retail Operations LLC
PU	Federal	2,832,115 (78-253,518)	04/13/2004 (05/23/2003)	FL Retail Operations LLC

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
PUSH OR GET PULLED	Federal	2,748,759 (78-084,255)	08/05/2003 (09/17/2001)	FL Retail Operations LLC
THE STREET STARTS HERE	Federal	2,858,766 (78-107,268)	(06/29/2004) (02/06/2002)	FL Retail Operations LLC
WE GOT IT. THEY DON'T.	Federal	2,506,473 (76-167,154)	11/13/2001 (11/17/2000)	FL Retail Operations LLC

TRADEMARK LICENSES

None.